

Exhibit A

AQUINAS ACADEMY

A School Within Diocese of Greensburg

PROFESSIONAL SERVICES AGREEMENT FOR ELEMENTARY LAY TEACHERS

This AGREEMENT is made by and between Aquinas Academy, a Charitable Trust established under the laws of the Commonwealth of Pennsylvania whose primary place of business is located at 340 North Main Street, Greensburg, PA 15601 (hereinafter "EMPLOYER") and Kenneth Ference, an individual whose primary address is 1400 Bailey Farm Road, Greensburg, PA 15601 (hereinafter "EMPLOYEE").

WHEREAS EMPLOYER desires to employ EMPLOYEE as a lay teacher for the 2021-2022 school year, and EMPLOYEE desires to accept employment as a lay teacher, therefore the parties agree as follow:

1. EMPLOYER agrees to offer EMPLOYEE employment as an elementary teacher at EMPLOYER's Catholic School (hereinafter "School") for the school year beginning on Monday, August 23, 2021 and ending on Friday, June 10, 2022, subject to the following terms and conditions:
 - a. EMPLOYEE understands and agrees to perform all the duties and responsibilities of an elementary teacher as delineated in EMPLOYER's elementary teacher job description, attached hereto as "Attachment A"; and
 - b. EMPLOYEE understands and agrees that this AGREEMENT shall be null and void, and that EMPLOYER shall have no obligation to honor any of the terms or conditions set forth herein, if the EMPLOYER's Board of Trustees (hereinafter "Board of Trustees") determines not to open the School at any time prior to the beginning of the school year reference above; and
 - c. EMPLOYEE understands and agrees that this AGREEMENT shall be null and void on a date determined by the Board of Trust Administrators, and that EMPLOYER shall have no obligation to honor any of the terms or conditions set forth herein, if the Board of Trust Administrators determines to close the School at any time after the beginning of the school year referenced above; and
 - d. EMPLOYEE understands and agrees that this AGREEMENT may also be terminated in the event of permanent school closure or consolidation, insufficient student enrollment, cancellation of classes, loss of funding, natural disasters, pandemics, epidemics, and other Acts that are beyond the control of the EMPLOYER
 - e. EMPLOYEE understands and agrees that EMPLOYEE's work days and work hours shall be determined by EMPLOYER prior to the beginning of the school year referenced above, and that the number of work days and work hours may be increased or decreased by EMPLOYER in its discretion at any time during the course of the school year. EMPLOYEE further understands and acknowledges that the number of work days and work hours assigned to EMPLOYEE by EMPLOYER pursuant to this

AGREEMENT will be based on **EMPLOYER's** analysis of factors including but not limited to: **EMPLOYER's** determination of the School's needs; **EMPLOYER's** determination of student needs; student enrollment and/or projected enrollment; **EMPLOYEE's** teaching certifications and credentials; **EMPLOYEE's** past or current performance; and similar criteria. **EMPLOYEE** further understands and acknowledges that this paragraph in no way limits any other rights or remedies that **EMPLOYER** may have with respect to **EMPLOYEE's** employment; and

- f. **EMPLOYEE** understands and agrees that a full-time position consists of 187 work days, 180 of which are for student instruction and the remaining of which are designated for teacher in-service, and that a part-time position consists of some fraction of the above, as calculated by **EMPLOYER**; and
- g. **EMPLOYEE** agrees to teach subject(s) for which he/she is certified or as he/she may be authorized to teach by **EMPLOYER**; and
- h. **EMPLOYEE** agrees to perform other reasonable work in addition to those work days and work hours described herein that **EMPLOYER** determines to be in the best interest of the School and the School's students, including but not limited to: coaching athletics, supervising extra-curricular activities, supervising students lunch and recess; attending teacher-parent conferences, and similar duties; and
- i. **EMPLOYEE** agrees to adhere to and comply with any and all federal, state and local laws, rules and regulations, then in force, applicable to the Employer or Employee in the provision of educational services; and
- j. **EMPLOYEE** agrees to adhere to and comply with all policies and procedures of **EMPLOYER** and the verbal and/or written directives of the School's principal; and
- k. **EMPLOYEE** recognizes the religious nature of the Catholic school and agrees that **EMPLOYER** has the right to dismiss **EMPLOYEE** for immorality, scandal, or rejection of the official teaching, doctrine or laws of the Roman Catholic Church; and
- l. **EMPLOYEE** acknowledges that examples of violations of paragraph 1(j) could include, but are not limited to, violation of the laws of the Church concerning marriage or espousal of beliefs contrary to the Catholic Church teaching and laws in the practice of abortion and homosexuality. **EMPLOYEE** further acknowledges that failure to comply with the doctrine or laws of the Roman Catholic Church shall be immediate grounds for termination by Employer; and
- m. **EMPLOYER** reserves the right to terminate **EMPLOYEE** for cause during the course of the school year. **EMPLOYEE** acknowledges and agrees that "cause" includes but is not limited to: neglect of duty, insubordination, incompetency, failure to follow school policy, failure to maintain the discipline of the school, failure to perform in accordance with the terms and conditions of this contract as stated herein. **EMPLOYEE** further acknowledges and agrees that if he/she is terminated for cause then he/she may not be eligible for any severance benefit, including but not limited to unemployment compensation.

1. The EMPLOYER and/or the Superintendent of Catholic Schools may immediately terminate an EMPLOYEE'S employment upon breach of this contract by the EMPLOYEE or upon the closing of the school. Further, the contract may be terminated at any time for cause. Reasons may include, but are not limited to: unsatisfactory performance, insubordination, conduct unbecoming an employee, inability to maintain discipline of students assigned to his/her class, frequent absenteeism, departing at times other than those stipulated by the school, intemperance, inability to deal amicably with staff, students, or parents, conviction of a felony, negligence of duties or unprofessional behavior.

2. EMPLOYEE desires to be employed by EMPLOYER as an elementary teacher at EMPLOYER's School for the school year referenced in paragraph 1, subject to the following terms and conditions:

- a. If EMPLOYEE is full-time, as described in paragraph 1(e), EMPLOYER agrees to pay EMPLOYEE a salary of \$22,500.00 for the term of this contract and in exchange for the performance of all duties and responsibilities described in this AGREEMENT. If EMPLOYEE is part-time, as described in paragraph 1(e), EMPLOYER agrees to pay EMPLOYEE for _____ hours per week at an hourly rate of _____ for a total salary \$ _____ for the term of this contract and in exchange for the performance of all duties and responsibilities described in this AGREEMENT; and
- b. EMPLOYEE acknowledges and agrees that if EMPLOYER adjusts EMPLOYEE's work days and hours during the course of the school year pursuant to paragraph 1(d) of this AGREEMENT, then EMPLOYER will also adjust EMPLOYEE's rate of pay to be consistent with paragraph 2(a) and that EMPLOYEE's new rate of pay will be effective on the same date that EMPLOYEE's new work days and hours are effective; and
- c. EMPLOYEE acknowledges and agrees that EMPLOYER will withhold from EMPLOYEE's paycheck all proper deductions required by law or any deductions agreed to by EMPLOYER and EMPLOYEE; and
- d. EMPLOYEE will be paid in 24 semi-monthly installments; and
- e. EMPLOYER agrees to provide the full-time EMPLOYEE with the option to participate in EMPLOYER's benefits plan. If the EMPLOYER provides an opt-out option, the EMPLOYEE may take advantage of such according to the EMPLOYER's guidance. If EMPLOYEE elects to opt-out of EMPLOYER's benefits plan and fails to notify EMPLOYER of EMPLOYEE's desire to opt-out of EMPLOYER's benefit plan, then EMPLOYER shall withhold the cost of the benefits plan from EMPLOYEE's regular paycheck; and
- f. EMPLOYEE acknowledges and agrees that if the Board of Trust Administrators decides not to open the school, as contemplated in paragraph 1(b), then EMPLOYEE shall not be entitled to any compensation; and

- g. EMPLOYEE acknowledges and agrees that if the Board of Trust Administrators decides to close the school at any point during the school year, as contemplated in paragraph 1(c), then EMPLOYEE will be compensated only for those days, or fraction thereof, that EMPLOYEE actually worked, as described in paragraph 2(a); and
- h. EMPLOYEE acknowledges that he/she may be entitled to receive unemployment benefits or benefits under any similar program which may be provided at EMPLOYER's sole discretion, if the Board of Trustees elects to close the School after the beginning of the school year, as contemplated in paragraph 1(c).
3. EMPLOYER and EMPLOYEE expressly agree that this Contract is valid only for the term set forth in paragraph 1.
4. Attachment A to this Contract is incorporated herein as if set forth in its entirety. In the event that any terms in Attachment A are found to be inconsistent with the Contract, then this Contract shall supersede those terms of Attachment A.
5. This Contract shall be construed under and consistent with the Laws of the Commonwealth of Pennsylvania. If any part of this Contract shall be found to be unenforceable, all other parts shall remain in full force and effect.
6. This Contract represents the entirety of the agreement between EMPLOYER and EMPLOYEE. This Contract shall be binding upon the parties, and their heirs, administrators, successors or assigns.

~~Full time~~ employee acknowledges that he/she has accumulated 0 Sick Days prior to beginning of the 2021-2022 school year. Employee further acknowledges that he/she will accrue ten (10) additional sick days during the 2021-2022 school year and two (2) personal days. Personal days do not accumulate. Sick days do not accumulate until the completion of the employee's third year.

IN WITNESS WHEREOF, and intending to be legally bound, the parties do hereunto set their hands and seals the day and year first above written:

EMPLOYEE:

Demetrius A. F. [Signature]

WITNESS (1):

Maia Coleman

WITNESS (2):

CHAIRMAN OF THE BOARD OF
TRUST ADMINISTRATORS:

Ryan E. Riddle

PRINCIPAL:

Kelly Watkins

Appendix A



**OFFICE FOR CATHOLIC SCHOOLS
DIOCESE OF GREENSBURG**
783 EAST PITTSBURGH STREET • GREENSBURG, PA 15601-2887
(724) 837-0801 FAX (724) 837-0857

POSITION DESCRIPTION

POSITION TITLE: TEACHER

Reports to: Principal

PRIMARY FUNCTION OF THIS POSITION:

The teacher serves the school in this Catholic Ministry within instructional and extra-curricular capacities and performs the specific duties assigned by the principal of the school.

EDUCATIONAL REQUIRMENTS

- Have a Bachelor's Degree from a certified university.
- Have up-to-date certification from the State of Pennsylvania or be eligible to obtain state certification.
- Maintain active certification status.
- Be willing to obtain Diocesan Catechetical Certification.
- Must have appropriate background clearances and participate in Protecting God's Children training.

DUTIES AND RESPONSIBILITIES

- Provides grade appropriate instructional program including lesson planning, class preparation, and assessment.
- Provides grade appropriate differentiated instruction to handle remedial and enrichment opportunities.
- Supervises students in a Christ-like manner or with dignity.
- Participates in faculty meetings, school committees, in-services, and extra-curricular activities as assigned by the principal.
- Keep accurate records of student progress.
- Establish cooperative relationships with fellow faculty members and administration.
- Maintain accurate records required by principals.

- Attends Parent Teacher meetings, faculty meetings, open houses, and other school functions as assigned by the principal, including field trips.

POSITION SPECIFICATIONS/REQUIREMENTS

- Must have an understanding and acceptance of Catholic School Philosophy, goals, and objectives.
- Abide by Diocesan and school policies and procedures.
- Must follow applicable governmental laws as well as the laws, doctrines, and teachings of the Catholic Church.
- Must have an understanding of child development and skills necessary to relate to the students being taught.
- Must have appropriate classroom management techniques to enhance the learning situation.
- Must participate in Protecting God's Children and Training and Catechetical certification.
- Must support and participate in all religious education functions of the school including school liturgy.
- Must positively and actively support the Diocesan and Catholic School administration, philosophy, community, students, and educational process in its totality.
- Must successfully perform any and all other duties as assigned by the principal.

I accept the above job description.

SIGNATURES

Sherrita A. Z. Ercole
Teacher

8/26/21
Date

Kelly Watkins
Principal

8/26/21
Date